4/25/00

05-15-2000



U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

101356759

To the Honorable Commissioner of Patons and Trademarks. Please record the atta	ached original documents or copy thereof.
1. Name of conveying partificial ANG Group, Inc.	2. Name and address of receiving party(ies):
☐ Individual(s) ☐ Association ☐ General Partnership ☐ Limited Partnership	Name: NationsBank, NA
■ Corporation - State of Delaware	Internal Address: 100 North Tryon Street, 13th Floor, Charlotte, NC 28255
☐ OtherAdditional name(s) of conveying party(ies) attached? ☐ Yes ■ No	Street Address: 100 North Tryon Street, 13th Floor, Charlotte, NC 28255
Additional name(s) of conveying party(tes) anached? I ies = No	□ Individual(s) citizenship □ Association
	☐ Association ☐ General Partnership ☐ Limited Partnership
3. Nature of conveyance:	□ Corporation-State ■ Other National Banking Association
□ Assignment □ Merger ■ Security Agreement □ Change of Name	
Other	If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
Execution Date: March 12, 1999	(Designation must be a separate document from Assignment) Additional name(s) & address(es) attached? □ Yes ■ No
	Additional name(s) & address(es) attached:
4. Application number(s) or registration number(s):	P. Tortional Project N. () 4 100 103
A. Trademark Application No.(s)	B. Trademark Registration No.(s) 2,198,183
Additional mumbors	masked? - Ves W No
Additional numbers a	ttached? Yes X No
5. Name and address of party to whom correspondence concerning	6. Total number of applications and registrations involved:
document should be mailed:	7. Total fee (37 CFR 3.41): \$\frac{\$40.00}{}\$
Name:	 ■ Enclosed □ Authorized to be charged to deposit account.
Margaret A. Boulware Street Address:	(If check is not received with this correspondence or additional fees are required,
Jenkens and Gilchrist, a Professional Corporation	please charge to deposit account 10-0447.)
l 1100 Louisiana Street, Suite 1800	Deposit Account number: 10-0447 (Attach duplicate copy of this page if paying by deposit account)
Houston, Texas 77002-5214	
20	E THIS SPACE
FC:481 40.00 @P	
9. Statement and signature.	of the original document
To the best of my knowledge and belief, the foregoing information is true and cor	
Margaret A. Boulware Musuwu / Signature	Solu Mpuf 17, 2010
Name of Person Signing // Signature	2-11
Total number of pages comprising cover sheet: 11	
TOTAL MALHON 9- P-0-	

Date of Deposit

I hereby certify under 37 CFR 1.8(a) that this correspondence is being deposited with the United States Postal Service as first class mail with sufficient postage on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Box ASSIGNMENT, Washington, D. 20231.

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (Borrower)

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT ("Agreement") is between KERR GROUP, INC., a Delaware corporation ("Debtor"), and NATIONSBANK, N.A., a national banking association ("Secured Party"), acting in its capacity as Administrative Agent pursuant to that certain Amended and Restated Credit Agreement dated as of March 12, 1999 (the "Credit Agreement") among Debtor, Secured Party, NationsBanc Montgomery Securities LLC and Wells Fargo Bank, N.A., and each of the "Lenders" party thereto.

RECITALS:

- A. Debtor and Secured Party are parties to that certain Trademark Security Agreement dated as of August 26, 1997 (the "Original Trademark Agreement") and that certain Loan and Security Agreement dated as of August 26, 1997 (as amended, the "Original Security Agreement").
- B. Debtor and Secured Party have entered into that certain Pledge and Security Agreement dated as of March 12, 1999 (as the same may be renewed, extended, amended, modified, restated, supplemented, and in effect from time to time, the "Security Agreement"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement).
- Pursuant to the terms of the Security Agreement, (i) Debtor has granted to Secured Party a lien and security interest in all General Intangibles of Debtor, including, without limitation, all of Debtor's right, title, and interest in, to and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by Debtor's Trademarks, and Trademark Licenses, and all products and Proceeds thereof, to secure the payment of the Obligations (as defined in the Credit Agreement) and (ii) the lien and security interest of Secured Party under the Original Security Agreement in all General Intangibles of Debtor has been amended, restated and continued.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby grants to Secured Party a lien and continuing security interest in all of Debtor's right, title, and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, trademark registration ("Trademark Registration"), and trademark application ("Trademark Application"), including, without limitation, each Trademark, Trademark Registration, and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and
- (2) each Trademark License, including, without limitation, each Trademark License referred to in <u>Schedule 1</u> annexed hereto; and

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (Borrower) - Page 1

FINS2DAL:60660.3 46715-01148

(3) all products and Proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present, or future (a) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, or Trademark License, including, without limitation, any Trademark, Trademark Registration, or Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any Trademark, Trademark Registration, or Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted and continued pursuant to the Security Agreement. This Agreement amends and restates in its entirety the Original Trademark Agreement. All liens and security interests created under and/or evidenced by the Original Trademark Agreement shall continue to be created under and/or evidenced by this Agreement, with the same perfection and priority under this Agreement as existed under the Original Trademark Agreement. This Agreement shall not constitute an extinguishment, discharge, satisfaction, or novation of any indebtedness, liabilities, or obligations of Debtor under the Original Trademark Agreement.

Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the 12 day of March, 1999.

DEBTOR:	
	OUP, INC., corporation Calhell
	wrence C. Caldwell
	y Prosident, Secretary and Treasure
	PARTY: BANK, N.A., trative Agent
By: Name: Title:	

(3) all products and Proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present, or future (a) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, or Trademark License, including, without limitation, any Trademark, Trademark Registration, or Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any Trademark, Trademark Registration, or Trademark Application.

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Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the \alpha day of March, 1999.

DEBTOR:
KERR GROUP, INC., a Delaware corporation
Ву:
Name:
Title:
SECURED PARTY: NATIONSBANK, N.A., as Administrative Agent
By: Farel Scattie) Name: Harold R. Brattie, Jr.
Title: Senior Vice President

STATE OF PENNSYLVANIA COUNTY OF LANCASTER This instrument was acknowledged before me this 12 day of March, 1999, by LAWRENCE C. CALDWELL, as CFO of Kerr Group, Inc., a Delaware corporation, on behalf of such company. {Seal} Notary Public in and for the State of My commission expires: February 26, 2000 Sherry S. Sherrzer, Notary Public Laborator, Line Conf. 7 STATE OF COUNTY OF This instrument was acknowledged before me this __ day of March, 1999, by _____, as _____ of NationsBank, N.A., a national banking association, on behalf of such bank. Notary Public in and for the State of _____ {Seal}

ACKNOWLEDGMENT

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (Borrower)
FINS2DAL:60660.3 46715-01148

My commission expires:

ACKNOWLEDGMENT STATE OF _____ COUNTY OF _____ This instrument was acknowledged before me this __ day of March, 1999, by ____, as _____ of Kerr Group, Inc., a Delaware corporation, on behalf of such company. Notary Public in and for the State of _____ {Seal} My commission expires: STATE OF Lexas COUNTY OF Raclas This instrument was acknowledged before me this 11 day of March, 1999, by will R. Prattie, Pas Vice Fusicist of Nations Bank, N.A., a national banking association, on hehalf of such bank. Notary Public in and for the State of Lear

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (Borrower)

FINS2DAL:60660.3 46715-01148

{Seal}

My commission expires:_____

TRADEMARK REEL: 002070 FRAME: 0727

Sherri Bender Notary Public, State of Texas My Comm. Expires 03/25/00

SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

Trademarks Owned by Kerr Group, Inc.

(See attached.)

AngelesS1A

mf/redemark2.dog

717 394 6398

U.S. TRADEMARK STATUS REPORT January 11, 1999

February 28, 1956 August 4, 1956 Gauere wide mouth amber February 28, 1956 August 4, 1956 Gaess jars Gaess j	Pseteberounk	KEK Ref.	Appl. No. (Filling See	Reg. No. & Salar		
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NIA 815,167 1,633,597 Section of a newaletter July 27, 1989 January 29, 1991 relating to kitchen products and household hints			/ 28,	August 4, 1956	odass iars	Expired - Faiture to file
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36559/262 246,567 1,183,640 Plastic closures for containers 36559/263 246,567 1,183 139 Plastic closures for containers 36559/254 150,412 April 15, 1980 Containers and Cape Cape Cape Cape Cape Cape Cape Cape	LEAR ICTURE		S/N 75/353374	September 8, 1997	Published	
1,133,139 Plastic closures for Child-resistant closures and Child-resistant closures are closures and Child-resistant closures and Child-resistant closures are closures are closures are closures and Child-resistant closures are closures are closures are closures are closures are closures are	a	36559/252	17,	1,193,640	Plastic closures for	Registered - Ren. due April
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N/A 837,580 1,638,753 Column in a newsletter relating to ktochen products and household hints and hints and household hints and		MIA	01F 1EC	000 700 7		October 28, 1998
N/A 837,580 1,638,753 Column in a newaletter	AROL	<u> </u>	July 27, 1989	1,631,200 January 8, 1991	Section of a newstetter relating to kitchen products and household hints	Canceled
3659/265 015,754 1,650,919 Food products; namely, July 19, 1991 Pickling spice mixtures S/N 75/210163 December 9, 1996 Published Fuchished F43,223 1,528,294 Plastic child-resistant caps August 1, 1988 March 7, 1989 Caps August 1, 1988 March 7, 1989 Caps August 1, 1988 March 21, 1989 Caps Plastic prescription vials August 1, 1998 March 21, 1989 Caps February 5, 1980 November 29, 1980 Plastic capsule vials February 5, 1980 November 29, 1980 G11,253 August 30, 1955 S77,081 Closures or cans	ESIGN	N/A	837,580 November 13, 1989	1,638,753 March 19, 1991	Column in a newsletter relating to kitchen products and household hines	Canceled
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FROM : KERR GROUP INC

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	1.647 186	7	Duodsa
, 1990	991	medial Crowning for Deverage (Canceled

TRADEMARK

REEL: 002070 FRAME: 0730

FROM : KERR GROUP INC

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August 14, 1996 36559/268 533,170 N/A August 2, 1997 N/A August 2, 1980 N/A August 27, 1989 N/A August 28, 1990 August 27, 1989 N/A August 27, 1989 N/A August 27, 1989 August 28, 1991 August 27, 1989 August 28, 1991 August 29, 1991 August 29	SCRIPTVISION	365597267	150,413	N/A	Bottles and vials used by	Allowed - Statement of use or
36559/268 533,170 521,418 Jar caps and fids 36559/269 533,170 February 28, 1950 Jar caps and fids 36559/269 533,169 518,904 Containers for use in preserving foods N/A 084,270 June 9, 1992 Metal crowns for beverage containers N/A 041,146 December 20, 1990 Metal crowns for beverage containers July 27, 1981 March 16, 1982 Containers July 27, 1981 March 16, 1982 Containers April 16, 1997 Nor-metal tamper-evident cheures or caps for containers July 27, 1989 N/A Nor-metal tamper-evident cheures or containers N/A 816,855 1,621,144 Nor-metal tamper-evident cheures N/A 1,827,960 November 6, 1990 November 6, 1990 N/A 041,889 1,627,960 Metal crowns for beverage containers N/A 1,829 November 18, 1990 Locures and jugs N/A 1,829 November 18, 1990 Locures and jugs N/A 041,889 1,627,960 Metal crowns for beverage containers <			4		pharmacists sold empty	first extension request due October 28, 1998
September 3, 1947 February 28, 1950	-	36559/268	533,170	521,418	Jar caps and lids	Registered - Ren Due
36559/269 533,189 518,904 Glass jars and glass 36559/269 September 3, 1947 December 20, 1949 Containers for use in preserving foods N/A 084,270 June 9, 1992 Beverage containers N/A 041,146 1,626,687 Metal crowns for beverage 36559/271 320,778 1,192,146 Plastic closures or caps for containers 36559/272 276,008 N/A N/A Non-metal tamper-evident closures or caps for containers 36559/272 276,008 N/A N/A Non-metal tamper-evident closures or caps for containers N/A April 16, 1997 N/A N/A Non-metal tamper-evident closures or caps for containers N/A April 16, 1997 N/A Non-metal tamper-evident closures for containers N/A 36559/272 276,008 N/A Non-metal tamper-evident closures N/A 36559/272 1989 N/A Non-metal tamper-evident closures N/A 36559/272 1989 N/A Non-metal tamper-evident closures N/A 36559/272 1989 Non-metal closures			September 3, 1947	February 28, 1950	•	February 28, 2000
September 3, 1947 December 20, 1949 Containers for use in preserving foods	SELF-SEALING	36559/269	533,169	518,904	Glass jars and glass	Registered - Ren. Due
NI/A 084,270 1,693,083 Beverage containers EED NVA 041,146 1,626,867 Metal crowns for beverage containers 36559/27 1 320,778 1,192,146 Plastic closures or caps for containers 36559/27 2 320,778 N/A N/A Plastic closures or caps for containers 36559/27 2 376,008 N/A N/A N/A N/A April 16, 1997 N/A N/A N/A Non-metal tamper-evident N/A 314, 27, 1989 N/A November 6, 1990 Non-metal tamper-evident N/A 314, 27, 1989 November 6, 1990 November 6, 1990 November 6, 1990 N/A 314, 27, 1989 1,621,144 November 18, 1990 November 18, 1990 N/A 314, 27, 1989 1,627,960 November 18, 1990 Ontsiners N/A 314, 27, 1989 1,627,960 November 18, 1990 November 18, 1990 N/A 314, 320 314, 320 314, 320 314, 320 314, 320 N/A 314, 320 314, 320 314, 32	STYLIZED)		September 3, 1947	December 20, 1949	containers for use in	December 20, 1999
NI/A 084,270 1,693,083 Beverage containers					preserving foods	
August 2, 1990 June 9, 1992 Metal crowns for beverage	SIERRA	Z/A	084,270	1,693,083	Beverage containers	Abandoned
FED NJA 041,146 1,626,687 Metal crowns for beverage 36559/271 320,778 1,192,146 Plastic closures or caps for July 27, 1981 March 16, 1982 Containers 36559/272 276,008 NJA Septimental famper-evident Cosures for containers April 16, 1997 NJA Septimental famper-evident Cosures for containers Cosures for containers Cosures for containers Cosures for containers NJA Septimental famper-evident Septimental family Se	SUNLIGHT		August 2, 1990	June 9, 1992		
March 22, 1990 December 11, 1990 Containers 36559/271 320,778 1,192,146 Plastic closures or caps for containers 36559/272 276,008 N/A N/A Non-metal tamper-evident closures for containers, bottles, jars and jugs N/A 816,855 1,621,144 Non-metal tamper-evident closures for containers, bottles, jars and jugs N/A 816,855 1,621,144 November 6, 1990 kitchen products and household hints N/A 041,889 1,627,960 Metal crowns for beverage containers N/A 041,889 1,627,960 Metal crowns for beverage containers N/A 041,889 1,627,960 Metal crowns for beverage containers N/A 015,818 1,662,459 Jar lide; glass jars; food spices D 015,818 0ctober 29, 1991 products; namely, pickling spices	SUPER-SPEED	¥¥.	041,146	1,626,667	Metal crowns for beverage	Canceled
1,192,146			March 22, 1990	December 11, 1990	containers	
36559/272 276,008 N/A Non-metal tamper-evident CERR April 16, 1997 N/A Non-metal tamper-evident C-H-E-N April 16, 1997 N/A 816,855 1,621,144 November 6, 1990 Nother products and jugs C-H-E-N July 27, 1989 November 6, 1990 Nitchen products and household hints SIGN N/A 041,889 1,627,960 Metal crowns for beverage containers N IT N/A 045,818 1,662,459 Jar lids; glass jars; food containers N IT January 2, 1990 October 29, 1991 products; namely, pickling spices YOU NEED Spices	SURE-FIT	36559/271	320,778	1,192,146	Plastic closures or caps for	Registered - Ren. Due March
S659/272 276,008 N/A Non-metal tamper-evident CERR April 16, 1997 1,621,144 November for containers, bottleer, jars and jugs C-H-E-N July 27, 1989 1,621,144 Newsletters relating to household hims SIGN N/A 041,889 1,627,960 Metal crowns for beverage containers N IT N/A 015,818 1,662,459 Jar lide; glass jars; food spices N IT January 2, 1990 October 29, 1991 products; namely, pickling spices YOU NEED Spices			July 27, 1981	March 16, 1982	containers	18, 2002
CERR N/A 816,855 1,621,144 Newsletters and jugs C-H-E-N July 27, 1989 November 6, 1990 Kitchen products and household hints SIGN N/A O41,869 1,627,960 Metal crowns for beverage containers N IT N/A O41,869 December 18, 1990 Metal crowns for beverage containers ES TO January 2, 1990 October 29, 1991 products; namely, pickling spices YOU NEED YOU NEED Spices	<u>F</u> -≡-	36559/272	276,008	N/A	Non-metal tamper-evident	Allowed - Statement of use or
N/A 816,855 1,621,144 Newsletters relating to kitchen products and household hints N/A 041,889 1,627,960 Metal crowns for beverage containers N/A 015,818 1,662,459 Jar lids; glass jars; food splices ED October 29, 1991 products; namely, pickling splices					closures for containers,	first extension request due
N/A 816,855 1,621,144 Newsletters relating to November 6, 1990 Kitchen products and household hints N/A 041,869 1,627,960 Metal crowns for beverage on thanks N/A 015,818 1,662,459 Jar lids; glass jars; food october 29, 1991 ED October 29, 1991 products; namety, pickling spices					bottles, jars and jugs	February 25, 1999
November 6, 1990 kitchen products and household hims N/A 041,889 1,627,960 Metal crowns for beverage containers N/A 015,818 1,662,459 Jar lids; glass jars; food october 29, 1991 Products; namely, pickling spices spices	THE KERR	Y.Y	816,855	1,621,144	Newsletters relating to	Canceled
N/A 041,889 1,627,960 Metal crowns for beverage N/A 041,889 1,627,960 Metal crowns for beverage N/A 015,818 1,662,459 Jar lids; glass jars; food January 2, 1990 October 29, 1991 products; namely, pickling spices	K-1-C-1-E-N	-	July 27, 1989	November 6, 1990	kitchen products and	
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NA 015,818 1,662,459 Jar lide; glass jars; food Jaruary 2, 1990 October 29, 1991 products; namely, pickling spices	TURNOFF	¥¥	041,869	1,627,960	Metal crowns for beverage	Canceled
N/A 015,818 1,662,459 Jars; glass jars; food January 2, 1990 October 29, 1991 products; namely, pickling spices				December 18, 1990	containers	
January 2, 1990 October 29, 1991	WHEN	AZ.	015,818	1,662,459	Jar lids; glass jars; food	Canceled
Q	COMES TO	<u></u>	January 2, 1990	October 29, 1991	products; namely, pickling	-
CANNING ALL YOU NEED	HOME				spices	
ALL YOU NEED	CANNING					
1000X 01	ALL YOU NEED					

FOREIGN TRADEMARK STATUS REPORT January 11, 1999

Country	Tredemark	Appl. No./Fillianders	Ber Mr Land	-	
Australia	CR-I	360747.	A2607A7	_	
		May 27, 1981	May 27 1981	2	Registered - Ren. Due May 27, 2002
Canada	CR-≡	836557	NA	N/A	Best
		February 14, 1997		5	rending - Certified copy of U.S.
Canada	KERR & DESIGN	837349	¥	N/A	regustration due March 3, 1999
 		February 21, 1997	•	<u> </u>	Pending - Distinctiveness affidavit due
Canada	KERR SELF SEALING	161078	UCA00335	N/A	rec/usry 2, 1999
	17 6	January 3, 1933	January 3, 1933	<u> </u>	Negistered - Ken. Due January 3, 2008
Canada	E-#	844800 May 12 1007	WA	20	Pending - Certified convertil 8 res P.:-
Fironean	CR	ARA166			4/4/98.
Union		February 14, 1997	V	20	Pending
European	TE-111	538328	M14		
Chlon		May 2, 1997	¥	8	Pending
Germany	CR-1	41986	1000001		
1		March 24, 1980	October 16 1980	₹	Registered - Ren. Due March 24, 2000
Mexico	CR-III	286943	562624	000	
1		February 14, 1997	July 28 1997	₹	Registered - Ren. Due February 14, 2007
Mexico	FRIENDLY & SAFE		Anril A 1006		
Mexico	KERR & DESKGN		554645		Kegistered
			J31613 June 26 1997	ဖ	Registered - Ren. Due June 26, 2007
Mexico	KERR & DESIGN	289192	N/A	۶	
,		March 7, 1997		3	Pending
Mexico	KERR & DESIGN		549506	24	
:		, 1997	May 28, 1997	-	Registered - Ren. Due May 27, 2007
Mexico	7E-1		561579	20	Regulational - Day Disc Out to 20 222
3.4		May 30, 1997	October 30, 1997		1007 'Calle Calobel 30, 2007
South Korea			NA	8	Panding
7	70000	y 14, 1997			
South North	NERK & DESIGN	9/6256 February 25, 1997	NA	6, 20,	Pending
South Korea	SCRIPTVISION	-	407666	202	Revelend Day
		iry 14, 1997	July 3, 1998	 }	Negranated - Ment. Due July 3, 2008
Venezuela	KERR		132911	2	Registered - Ren, Due January 28 2003
	T	Jamualy 17, 1986	January 28, 1988		2004 104 Emilian Inc

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